

# CAPITAL BUDGET AND RFA FORM



BURLINGTON  
NORTHERN

Seattle

BR No.	Region Seattle	Location Quendall
RFA No. 71-50-77	Division Pacific	State Washington
Budget Classification	Sub-Division 7th	Val. Sect. N8A
Date February 1, 1977	Gross Amount \$ 3,326	Rate of Return %

**DO NOT USE THIS SPACE**

A.F.E. NOT NECESSARY  
APPROV. BY VICE PRES.  
W.O. 4212 DATE APR 29 1977  
TAX REPORT  
OF COSTS  
NECESSARY  
MAP CORRECTIONS  
NECESSARY  
DISTRIBUTION:  
Vice Pres.  
Asst. Vice Pres.  
Ch. Engr.  
Mgr. Engr.  
Supt.  
THIS AUTHORITY EXPIRES ONE YEAR  
FROM DATE OF APPROVAL

1. Description of facilities to be acquired, constructed or retired and reason or necessity for change. ☐ NEW ☐ REPLACEMENT

In December of 1975 a landslide occurred near MP 7.5 at Quendall, Wa. At that time Railroad employees performed under maintenance what emergency work necessary to protect our tracks and right of way. Since that time we have been threatened with law suit account possibility of another slide doing damage to homes in adjoining property. Necessary cleaning of ditches/related work was done during the latter part of 1976 by our people.

We do not have experienced people to perform other related work and Eastside Landscaping and Rockeries was called in to install drain tile and drain gravel and, also, to install and lower drains north of the rock buttress, per estimate attached.

Print and estimate attached.

WO 4212

2. Statement of Benefits (Indicate the amount of savings or revenues:)

RAB TCR  
JAN RRF  
WHM LAC  
GIM JPH  
WAS  
JPP WKE  
SWG DWP  
DHD JRV  
BNH RMP

3. Additional Recurring Annual Expenses (Maintenance, Operation, etc.)

USEPA SF



1337732

4. Estimated Costs are:	Gross \$ 3,326	Salvage	Operating Exp. \$ 3,326	Capital	Cash
Acc. Deprn.	Deposits	CER	Other		

5. Cost borne or participated in by:

Burlington Northern Inc.

6. Joint Facility reference and agreements necessary:

7. Scheduled Starting or Delivery Date (Month, Year) Scheduled Completion Date (Month, Year)

8. PROJECT CATEGORY	APPROVALS	DATE
<input checked="" type="checkbox"/> I. Compulsory due to regulation or safety of people or property.	Requested by D.H. Burman Superintendent	2-1 1977
<input type="checkbox"/> II. Profit Adding - New Items: <input type="checkbox"/> A. Cost Reduction <input type="checkbox"/> B. Increase Revenues	Recommended by C. J. Little 4/18/77 Recommended by J. W. Wicks 4/19/77	4/18/77 4/19/77
<input type="checkbox"/> III. Profit Maintaining - Replacements <input type="checkbox"/> A. Preventing costs from accelerating <input type="checkbox"/> B. Protect existing revenue	Recommended by Richard A. Beulke	4/19/77
<input type="checkbox"/> IV. Projects not compulsory or without tangible benefits.	Approved by K. J. Little	4/19/77

PORTLAND - SEATTLE REGION . PACIFIC DIV. - 7<sup>th</sup> SUB.  
Quendall, Wa. - M.P. 7.5 Repairs to line due to  
slip out.

OPERATING EXPENSES

Charge Maintenance of Way & Structures

Acct. 202-Roadway Maintenance

Excavate excess soil and waste,  
furnish and place 60 feet of 3'  
minus rock one tier high. Furnish  
and place 60 feet of perforated  
drain. Reset existing rock and  
back-fill with crushed rock  
(Contract with Eastside Land-  
scaping and Rockeries as  
9-7-76)

2,635

Extra Work Order No. 1 with  
Eastside Land-scaping and  
Rockeries to extend drain  
line south from south end  
of buttress by placing 60  
feet of 4" perf. pipe in  
trench; install and lower  
drain tile.

601

Engineering consultations with  
Paul R Weber

90

TOTAL OPERATING EXPENSES

3,326

## CAPITAL BUDGET AND RFA FORM



BR No.	Region <b>Seattle</b>	Location <b>Quendall</b>	<b>DO NOT USE THIS SPACE</b>  RAB _____ TCR _____ JWR _____ BKF _____ WPN _____ LLC _____ GJM _____ JFB _____ RCR <u>\$</u> WAS _____ CPP _____ WKE _____ SWG _____ DWP _____ DHD _____ JRW _____ RNM <u>\$</u> RMP _____
RFA No. <b>71-50-77</b>	Division <b>Pacific</b>	State <b>Washington</b>	
Budget Classification	Sub-Division <b>7th</b>	Val. Sect. <b>N8A</b>	
Date <b>February 1, 1977</b>	Gross Amount <b>\$ 3,326</b>	Rate of Return _____ %	

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We do not have experienced people to perform other related work and Eastside Landscaping and Rockeries was called in to install drain tile and drain gravel and, also, to install and lower drains north of the rock buttress, per estimate attached.

Print and estimate attached.

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3. Additional Recurring Annual Expenses (Maintenance, Operation, etc.)

4. Estimated Costs are:	Gross <b>\$ 3,326</b>	Salvage	Operating Exp. <b>\$ 3,326</b>	Capital	Cash
Acc. Deprn:	Deposits	CER	Other		

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Burlington Northern Inc.

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7. Scheduled Starting or Delivery Date _____ (Month, Year)	Scheduled Completion Date _____ (Month, Year)
--	---

8. PROJECT CATEGORY	APPROVALS	DATE
<input checked="" type="checkbox"/> I. Compulsory due to regulation or safety of people or property.	Requested by <i>D.H. Burns</i> Superintendent	2-1 1977
<input type="checkbox"/> II. Profit Adding - New Items: A. Cost Reduction B. Increase Revenues	Recommended by <b>ORIGINAL SIGNED</b> <b>C. E. INTLEKOFER</b> DIRECTOR ENGINEERING	4/18/77
<input type="checkbox"/> III. Profit Maintaining - Replacements A. Preventing costs from accelerating B. Protect existing revenue	Recommended by J. W. WICKS ASSISTANT VICE PRESIDENT OPERATIONS	4/19/77
<input type="checkbox"/> IV. Projects not compulsory or without tangible benefits.	Recommended by (Signed) RICHARD A. BEULKE	4/19/77
	Recommended by	
	Approved by	

SUPT'S OFFICE

(b) (6) Pleasure Point Lane  
Bellevue, WA 98006  
December 2, 1976

DEC 6 1976

SEATTLE

Burlington Northern  
303 South Jackson Street  
Seattle, WA 98104

Subject: 7th Subdivision  
High Water  
Milepost 7.5

Attention: Mr. D. H. Burns, Superintendent

Dear Mr. Burns:

In reference to the railroad embankment slide that occurred adjacent to our home almost one year ago (December 4, 1975), the work to restore the site to a safe condition has still not been completed. Don't you agree that one year is an exceptionally long time to correct a submarginal condition? We feel very fortunate that the weather has been so dry with the embankment restoration still incomplete but the wet season is still expected soon. The north end of the new buttress is unstable and the boulders have slipped even in dry conditions. Both your office and the Contractor, Eastside Landscape, were advised at the time the work was being done that it was unstable but nothing was done. It has slid about one foot and exposed other boulders which may follow very soon. ~~shortly~~. If the next slippage occurs, it could push more debris into the roadway and injure someone or cause property damage as well as allowing the track bed to slide away from the tracks again. At the time the buttress was being built, I requested it be extended another five feet to the north and twenty feet further to the south to secure the base of the slide. The Contractor agreed it should be done but was not contracted to do so. Your people would not approve the additional work. We are requesting you examine the site immediately and correct the deficiency without delay.

Your engineering staff advised me over seven weeks ago that a seepage drain line from the south end of the buttress to the end of the blacktop would be installed immediately. It has not been accomplished to date. Please advise us as to when it will be accomplished.

As a matter of record, on September 30, 1976, 6:38 a.m., a train passed through making an abnormal amount of whistle noises. I awoke to observe the train Number 143 headed north at approximately 20 miles per hour, which far exceeds the limit of 5 m.p.h. previously conveyed by your office. Renton dispatcher identified the train as Milwaukee but he was not aware of any speed limit in this slide area. Black River Tower was called and they lacked jurisdiction in this area and were also unaware of any speed limit here. He did know of a speed limit between Kirkland and Woodinville. At his suggestion I called Tacoma Dispatch. Dispatcher Thompson took the information and was to follow up. He did not know of a speed limit in the Quendall area. It is noteworthy that the train speed was so fast which is one of the conditions I previously listed as a high possibility in increasing the hazard.

-2-

Again on November 27 a train headed south at 5:50 a.m. was also going too fast, about 10-15 m.p.h. The engine had gone by and the caboose was totally unlighted which I thought unusual, so I couldn't get a number.

The lack of confidence that the dispatchers are properly informed and the trains will adhere to the speed limit, the inability of the dispatchers to communicate with the trains in case of emergencies, some sliding of boulders again, and the lack of seepage line still have us greatly concerned about the safe operation of trains through this area. We feel strongly that your office needs to take further steps immediately to insure safety of the train personnel and our neighborhood.

Sincerely yours,

(b) (6)



(b) (6)



(b) Pleasure Point Lane  
Bellevue, Wash. 98006  
September 3, 1976

SUPT'S OFFICE

SEP 7 1976

SEATTLE

Burlington Northern  
303 South Jackson Street  
Seattle, Washington 98108

Subject: 7th Subdivision  
High Water  
Milepost 7.5

Attn: Mr. D. H. Burns, Superintendent

Dear Mr. Burns:

I am deeply disappointed in not hearing from you in response to my letter of 9 June 1976. I think it inexcusable to procrastinate where human lives are in jeopardy and where possible extensive property damage could occur. In the event, you have not surveyed the potentially dangerous situation, I might point out that in the event of a train derailment in this location, the power lines with 12,000 volts would probably be downed, telephone lines for rescue notification would be severed, fire hydrants would be inaccessible, and road access would most likely all be blocked. The result could be instantaneous electrocution of train personnel, uncontrollable fire, delayed rescue and aid, injuries and death and extensive property damage.

This condition cannot be tolerated into the ensuing fall and winter seasons. The recent heavy rainfalls accentuated and reinforced my concerns.

As you can surmise, my patience has come to a disappointing end and I will now assume a more aggressive if not desperate role. Since you have not shown the interest and concern, I have assumed that any further good neighbor and good willed approaches are meaningless.

Just so you will not be surprised, I am advising you that my next actions will involve several local, state and federal agencies, congressional representatives and anybody else that can and will help restore concerns, safety and sanity. I will be requesting and recommending all cessation of train traffic until a full investigation, complete solution to maximize safety, and full remunerations for costs and damages are received.

I deeply regret the necessity to take this action as I had hoped and believed that you and your Company would be more responsive and responsible.

If you have any desire or need to contact me I can be reached on (b) (6) from 8 to 4:30 daily and at home on (b) (6)

Sincerely yours,

(b) (6)

(b) [redacted] Pleasure Point Lane  
Bellevue, WA 98006  
June 9, 1976

Burlington Northern  
303 South Jackson Street  
Seattle, Washington 98104

Subject: 7th Subdivision -  
High Water  
Milepost 7.5

Attn: Mr. D. H. Burns, Superintendent

Dear Mr. Burns:

Referencing your letter of December 30, 1975, and my letter of January 10, 1976, we are anxiously awaiting the start and completion of the rip-rap buttress for permanent restoration of the railroad hillside adjacent to our home.

My wife only recently told me she has a continuous fear and anxiety of something happening which will endanger our lives and home everytime a train passes by. I have the same feelings although I have never mentioned that to her. We would like to know when your contractor will start work so we may possibly schedule being away for part of that time.

I recently removed some rocks and boulders, again from the roadway and hillside because some vehicle(s) had knocked them loose. We are still greatly concerned that children might get hurt if something isn't done in the immediate future.

In addition to the buttress work, when is the re-laying of the tracks eastward scheduled? We hope you are considering my request in the January 20 letter to move the track eastward so that the west track will lay about 15 feet from the apex of the slide and insure a proper drainage system. We trust you are scheduling the completion of both projects before the onset of the fall rainy season.

We would greatly appreciate your earliest response so that we may schedule our summer activities accordingly and also to assure us that the work will be completed before this fall.

Sincerely yours,

(b) (6)

[redacted signature block]

6/9/76

PORTLAND - SEATTLE REGION PACIFIC DIV. - 7<sup>th</sup> SUB.  
Quendall, Wa. - M.P. 7.5 Repairs to line due to  
slip out.

OPERATING EXPENSES

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(Contract with Eastside land-  
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9-7-76)

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feet of 4" perf. pipe in  
trench; install and lower  
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601

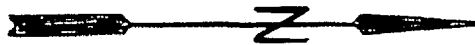
Engineering consultations with  
Paul R. Weber

90

TOTAL OPERATING EXPENSES

3,326





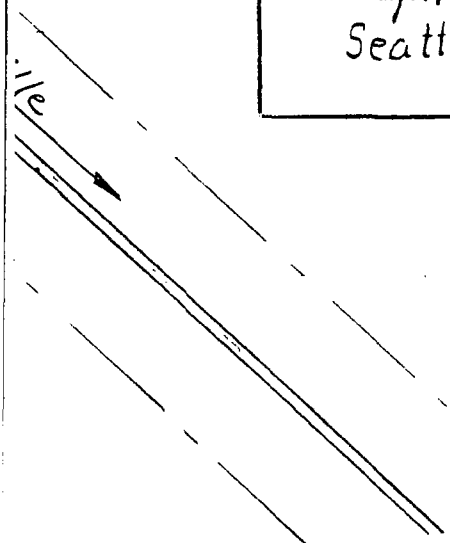
BURLINGTON NORTHERN INC.  
Portland-Seattle Region, Pacific Division

QUENDALL, WA.

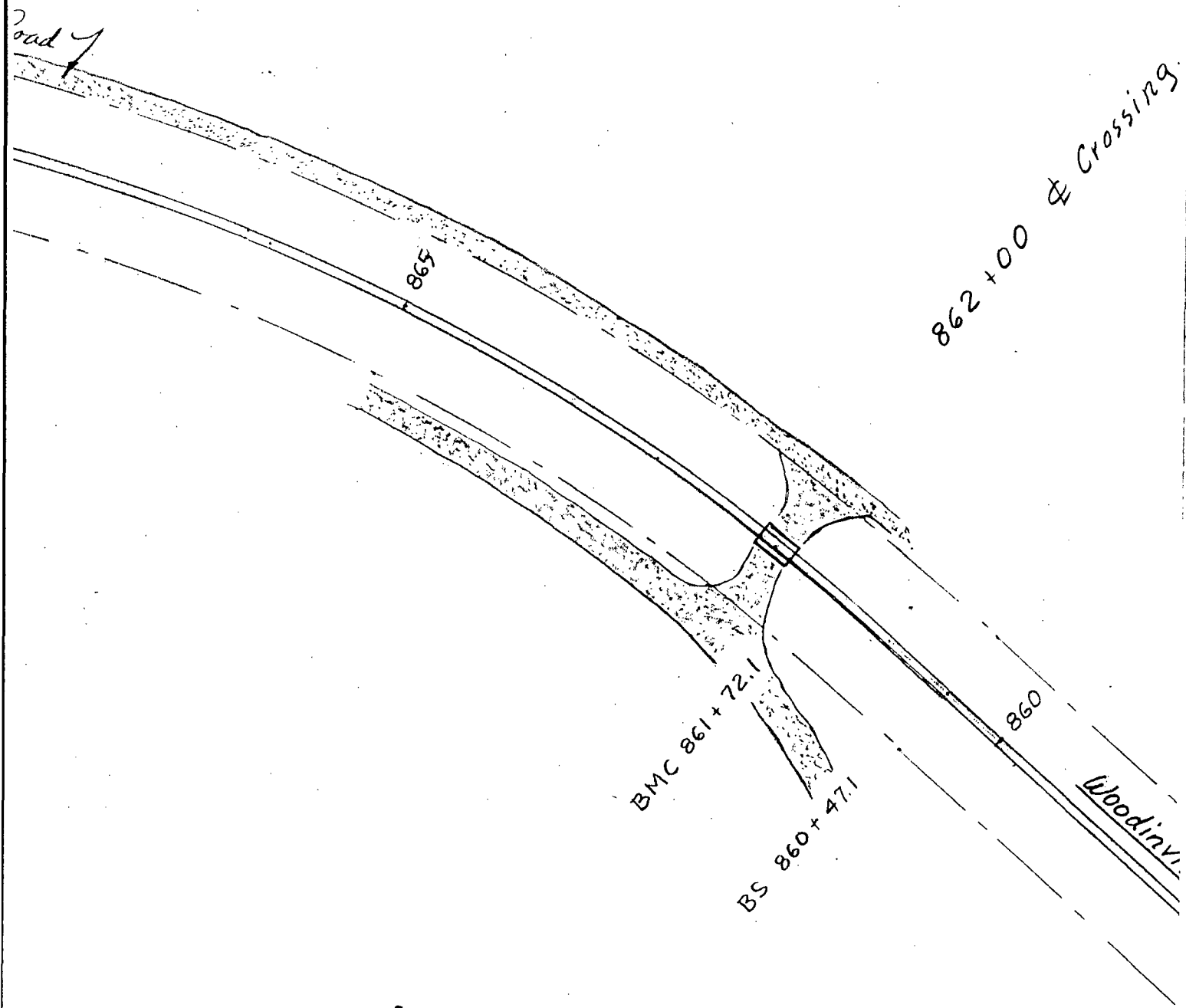
Slipout at MP 7.5

Engineer Division  
Seattle, Wa.

Scale: 1" = 100'  
April 11, 1977



# Lake Washington



875+81 24" 24' R.C.P.

120' of 4" pipe between 73+50 to 74+94

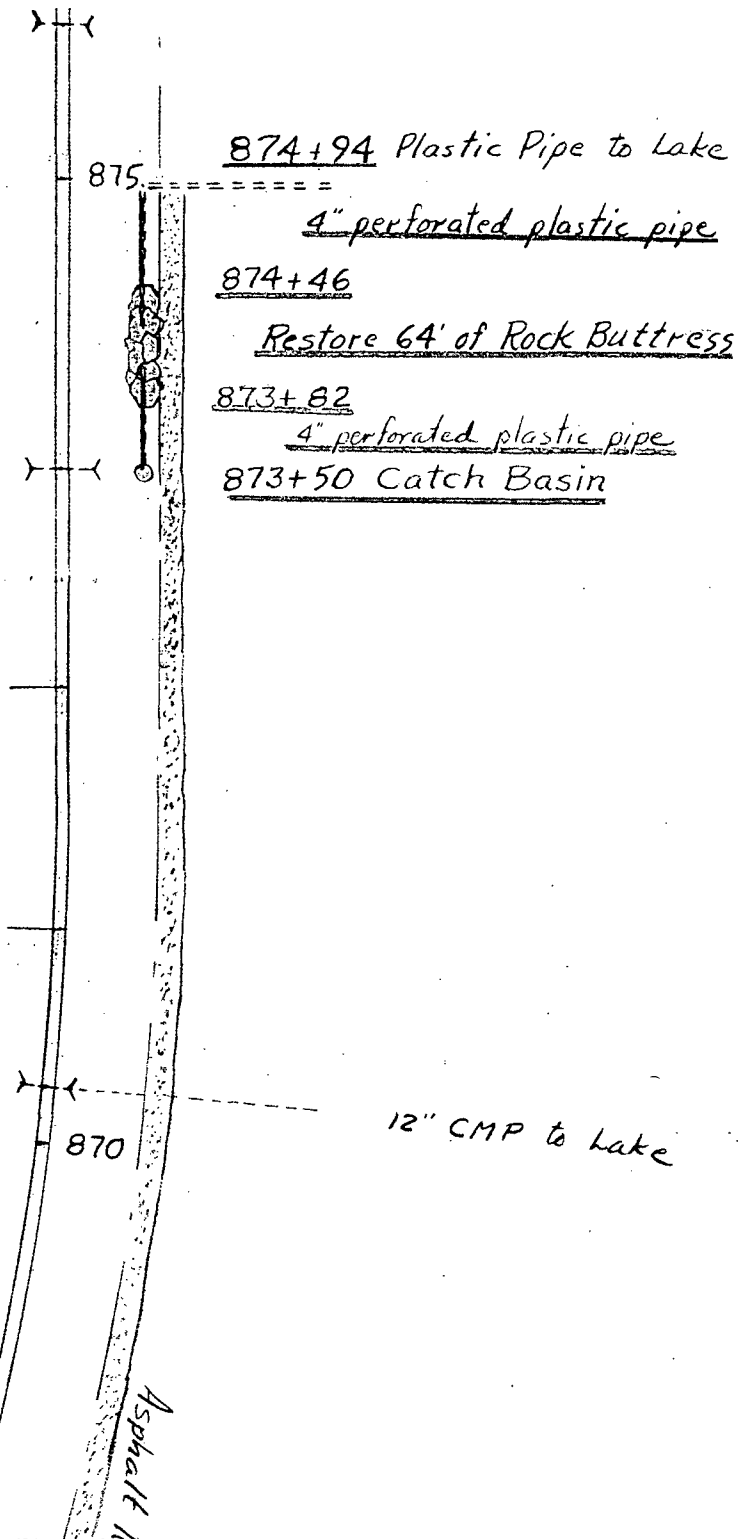
873+50 24" 33' R.C.P.

E.S. 872+35.8

EMC 871+10.8

870+30 24" 24' R.C.P. with  
18" 24' CMP liner &  
38' of 18" 1/2 round

~~38' of 18" 1/2 round to 24' 1~~



Renton

897+41

MP  
7

881+38  $\pm$  Xing.

880+91 24"-24' R.C.P.

880

878+10 24"-60' T.P.



BURLINGTON  
NORTHERN

SECRETARY'S  
CKET NO.

BN 7410

THIS FORM TO BE COMPLETED IN DUPLICATE

DATE \_\_\_\_\_

February 28, 1977

TO:

~~SECRETARY'S OFFICE, BURLINGTON NORTHERN INC., ST. PAUL, MINNESOTA.~~

Herewith for filing is original agreement between Burlington Northern Inc. and

Eastside Landscaping

dated Sept. 7, 1976 covering excavating work and placing rock wall and  
backfill opposite residence at (b) 5 Pleasure Pt. Lane

*(Type of contract, i.e., spur track, highway, joint facility, etc. If the agreement is a supplement or termination, please refer to original contract or docket number and date of original contract.)*

at Bellevue (Quendall), Washington

LOCATION (City, State)

Contract expiration or term: September 30, 1976

SUBMITTED BY:

Richard A. Beulke

DEPARTMENT Seattle Region

Vice President

TITLE

COPIES TO:

- Vice President, Operations
- ☒ Vice President & Controller (3)
- Vice President, Industrial & Economic Development
- Vice President, Marketing
- Vice President - Law
- Vice President \_\_\_\_\_ Region
- ☒ Assistant Vice President Seattle Region
- ☒ Division Superintendent Pacific Division (2)
- ☒ Assistant Vice President, Engineering (1)
- ☒ General Claims Manager - Seattle

NOTE: Enclose sufficient supply of exhibit prints for use in distribution of contract.

## GENERAL CONTRACT

BURLINGTON  
NORTHERN

ORIGINAL

BN 7410

Date 7th day of September 19 76

Parties AGREEMENT made the  
between BURLINGTON NORTHERN INC., hereinafter called the "Company," and  
**EASTSIDE LANDSCAPING**  
14425 Main Street  
Bellevue, Washington  
hereinafter called the "Contractor."

Work The Contractor, in consideration of the payments and covenants hereinafter mentioned to be made and performed by the Company, hereby agrees to furnish all labor, services, appliances, tools and material for, and, except as may be hereinafter otherwise provided, to construct, install, complete and finish in the most thorough workmanlike and substantial manner in every respect, within the time hereinafter specified, and according to the plans and specifications hereinafter identified and hereto annexed and made a part of this contract, and to the satisfaction and acceptance of the Company, the following work, viz.:  
Excavate excess soil and waste at point designated by Engineer. Furnish and place 60 feet of 3' min<sup>us</sup> rock one tier high. Furnish and place 60 feet of perforated drain. Reset existing rock and backfill with granular material. All the above work opposite residence @ 5855 Pleasure Point Lane - Bellevue, Wa.

Date of Completion Work to be started on or before September 20, 1976  
Work to be completed on or before September 30, 1976

Definition of Terms Engineer and Chief Engineer Where the word "Engineer" occurs in this contract or specifications attached hereto, it refers to the Engineer of the Company representing the Company in connection with this contract, and "Chief Engineer" means the Assistant Vice President, Engineering, of the Company.

Permits and Licenses The Contractor, at its own expense, shall obtain all necessary permits and licenses and shall comply in all respects with any and all ordinances, laws or regulations, federal, state and local, properly applicable to the work.

Independent Contractor The Contractor shall prosecute and complete the work according to the Contractor's own manner and methods and with and by the Contractor's own means and employees, free from any supervision, inspection or control whatever by the Company, except only such as may be necessary to enable the Company to determine whether the work performed complies with the requirements of this contract and conforms to the plans and specifications, it being the intention of the parties hereto that the Contractor shall be and remain an independent contractor and that nothing herein contained shall be construed as inconsistent with that status.

Prices for Work The prices to be paid by the Company for the work are as follows:  
**LUMP SUM - \$3070.00 plus Washington State Sales Tax**

Extra Work and Bills Therefor For extra work authorized in writing by the Chief Engineer, payment will be made to cover direct cost for such work and 15 percent additional.

Final Estimate Time of Payment of Final Estimate Release When in the opinion of the Engineer this contract and all things herein agreed to be done by the Contractor shall have been completed according to the provisions hereof and within the time herein limited, the Engineer shall so certify in writing and give a final estimate and statement of the balance. The Contractor prior to final payment will execute, acknowledge and deliver to the Company a valid discharge from all claims and demands growing out of or connected with this contract.

Power to Cancel Contract Account Default of Contractor If the Contractor at any time shall fail to perform any agreement herein contained, the Company may at its option cancel this contract.

Workmen's Compensation The Contractor, at its sole cost and expense, shall comply with all laws of the State where this contract is to be performed relating to workmen's compensation covering all employees of said Contractor or of any subcontractor employed to perform work under this contract.

Liens Before final settlement is made, the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials, and that all payroll taxes have been paid, and that no claim exists out of which a lien may grow.

**Indemnity**

The Contractor shall indemnify and save harmless the Company from any and all claims, suits, losses, damages or expenses on account of injuries to or death of any and all persons whomsoever, including the Contractor, subcontractors, employees of the Contractor, subcontractors and the Company, and any and all damage to, loss or destruction of property to whomsoever belonging, including property owned by, rented to, or in the care, custody or control of the parties hereto, arising or growing out of or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part, by reason of or arising during the presence of the person or of the property of the Contractor, subcontractors, their employees or agents, upon or in proximity to the property of the Company; notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of the Company, its officers, employees or agents.

The Contractor further agrees that it will defend at its own expense, in the name and on behalf of the Company, all claims or suits for injuries to or death of persons or damage to property arising or growing out of the work carried on under this contract, for which the Company is liable, or is alleged to be liable.

**Insurance**

The Contractor shall procure and furnish to the Company a Contractor's Public Liability and Property Damage Liability insurance policy herein provided for, or certificate with respect thereto, ~~(together with a Contractual Liability Endorsement attached thereto, under the terms of which the insuring agreements of the policy are extended to cover the liability assumed by the Contractor hereunder. The form of said Endorsement is hereto attached, marked Exhibit "A").~~

**Public  
Liability  
and Property  
Damage  
Insurance  
Limits of  
Liability**

The Contractor shall carry regular Contractor's Public Liability Insurance providing for a limit of not less than 250,000 Dollars for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of not less than 500,000 Dollars for all damages arising out of bodily injuries to or death of two or more persons, in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than 250,000 Dollars for all damages to or destruction of property in any one accident, and subject to that limit, a total (or aggregate) limit of not less than 500,000 Dollars for all damages to or destruction of property during the policy period.

**Approval of  
Policies by  
Company**

Such policy or certificate with respect thereto, ~~(together with said Contractual Liability Endorsement attached thereto),~~ shall be submitted to the Engineer for approval as to the insurance company writing the same, the amount and the form, and, upon approval and prior to commencement of any work to be performed under this agreement, the Contractor shall deposit the same with the Engineer.

**Sales and  
Other Taxes**

The Contractor, at its sole expense, shall pay all sales tax and other taxes of every kind, nature and description, which may accrue on equipment, material, supplies or fixtures furnished or owned by it or its subcontractors in connection with the work contemplated by this contract, and the Contractor shall furnish to the Company satisfactory evidence that all such taxes have been paid; provided, however, that the Company shall pay to the Contractor the amount of any sales tax due any state or local government which the Contractor is required to collect on any materials or supplies that are incorporated in the completed work as a result of the performance of this contract.

**Bond**

If required by the Company, the Contractor shall furnish to the Company a bond in amount, form and substance satisfactory and acceptable to the Engineer, which shall provide that the Contractor shall well and faithfully keep, perform and carry out each and all of the terms, conditions and provisions of this contract. If a bond is required, the Company will reimburse the Contractor for the cost thereof.

**Equal  
Employment  
Opportunity**

The nondiscrimination clauses 1 through 7 contained in Section 202 of Executive Order 11246, relative to Equal Employment Opportunity, are incorporated herein.

**Execution**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first hereinabove written.

BURLINGTON NORTHERN INC.

By Richard A. Deule

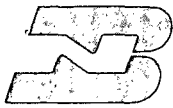
Vice President

(Title)

EASTSIDE LANDSCAPING

By Edie Deane

(Title)



**BURLINGTON  
NORTHERN**

THIS FORM TO BE COMPLETED IN DUPLICATE

SECRETARY'S  
DOCKET NO. \_\_\_\_\_

DATE \_\_\_\_\_

**February 28, 1977**

TO:

SECRETARY'S OFFICE, BURLINGTON NORTHERN INC., ST. PAUL, MINNESOTA.

Herewith for filing is original agreement between Burlington Northern Inc. and  
**Eastside Landscaping**

dated **Sept. 7, 1976** covering **excavating work and placing rock wall and  
backfill opposite residence at 5855 Pleasure Pt. Lane**

(Type of contract, i.e., spur track, highway, joint facility, etc. If the agreement is a supplement or termination, please refer to original contract or docket number and date of original contract.)

at **Bellevue (Quendall), Washington**  
LOCATION (City, State)

Contract expiration or term: **September 30, 1976**

SUBMITTED BY:

**Richard A. Beulke**  
DEPARTMENT **Seattle Region**

**Vice President**  
TITLE

COPIES TO:

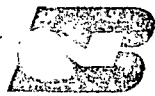
- Vice President, Operations
- ☒ Vice President & Controller (3)
- Vice President, Industrial & Economic Development
- Vice President, Marketing
- Vice President-Law
- Vice President \_\_\_\_\_ Region
- ☒ Assistant Vice President **Seattle** Region
- ☒ Division Superintendent **Pacific** Division (2)
- ☒ Assistant Vice President, Engineering (2)
- ☒ **General Claims Manager - Seattle**

NOTE: Enclose sufficient supply of exhibit prints for use in distribution of contract.

**bcc: Mr. C. F. Intlekofer - Contractor's Copy Attached.**



## GENERAL CONTRACT

BURLINGTON  
NORTHERN

ORIGINAL

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between BURLINGTON NORTHERN INC., hereinafter called the "Company," and  
Parties EASTSIDE LANDSCAPING  
14425 Main Street  
Bellevue, Washington  
hereinafter called the "Contractor."

*Los  
C. S.  
Giorio*

The Contractor, in consideration of the payments and covenants hereinafter mentioned to be made and performed by the Company, hereby agrees to furnish all labor, services, appliances, tools and material for, and, except as may be hereinafter otherwise provided, to construct, install, complete and finish in the most thorough workmanlike and substantial manner in every respect, within the time hereinafter specified, and according to the plans and specifications hereinafter identified and hereto annexed and made a part of this contract, and to the satisfaction and acceptance of the Company, the following work, viz.:  
Work Excavate excess soil and waste at point designated by Engineer. Furnish and place 60 feet of 3' minus rock one tier high. Furnish and place 60 feet of perforated drain. Reset existing rock and backfill with granular material. All the above work opposite residence @ 5855 Pleasure Point Lane - Bellevue, Wa.

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LUMP SUM - \$3070.00 plus Washington State Sales Tax

Extra Work and Bills Therefor For extra work authorized in writing by the Chief Engineer, payment will be made to cover direct cost for such work and 15 percent additional.

Final Estimate When in the opinion of the Engineer this contract and all things herein agreed to be done by the Contractor shall have been completed according to the provisions hereof and within the time herein limited, the Engineer shall so certify in writing and give a final estimate and statement of the balance. The Contractor prior to final payment will execute, acknowledge and deliver to the Company a valid discharge from all claims and demands growing out of or connected with this contract.

Power to Cancel Contract Account Default of Contractor If the Contractor at any time shall fail to perform any agreement herein contained, the Company may at its option cancel this contract.

Workmen's Compensation The Contractor, at its sole cost and expense, shall comply with all laws of the State where this contract is to be performed relating to workmen's compensation covering all employees of said Contractor or of any subcontractor employed to perform work under this contract.

Liens Before final settlement is made, the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials, and that all payroll taxes have been paid, and that no claim exists out of which a lien may grow.

Indemnity

The Contractor shall indemnify and save harmless the Company from any and all claims, suits, losses, damages or expenses on account of injuries to or death of any and all persons whomsoever, including the Contractor, subcontractors, employees of the Contractor, subcontractors and of the Company, and any and all damage to, loss or destruction of property to whomsoever belonging, including property owned by, rented to, or in the care, custody or control of the parties hereto, arising or growing out of or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part, by reason of or arising during the presence of the person or of the property of the Contractor, subcontractors, their employees or agents, upon or in proximity to the property of the Company; notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of the Company, its officers, employees or agents.

The Contractor further agrees that it will defend at its own expense, in the name and on behalf of the Company, all claims or suits for injuries to or death of persons or damage to property arising or growing out of the work carried on under this contract, for which the Company is liable, or is alleged to be liable.

Insurance

The Contractor shall procure and furnish to the Company a Contractor's Public Liability and Property Damage Liability insurance policy herein provided for, or certificate with respect thereto, ~~(together with a Contractual Liability Endorsement attached thereto, under the terms of which the insuring agreements of the policy are extended to cover the liability assumed by the Contractor hereunder. The form of said Endorsement is hereto attached, marked Exhibit "A").~~

Public Liability and Property Damage Insurance Limits of Liability

The Contractor shall carry regular Contractor's Public Liability Insurance providing for a limit of not less than 250,000 Dollars for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of not less than 500,000 Dollars for all damages arising out of bodily injuries to or death of two or more persons, in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than 250,000 Dollars for all damages to or destruction of property in any one accident, and subject to that limit, a total (or aggregate) limit of not less than 500,000 Dollars for all damages to or destruction of property during the policy period.

Approval of Policies by Company

Such policy or certificate with respect thereto, ~~(together with said Contractual Liability Endorsement attached thereto)~~, shall be submitted to the Engineer for approval as to the insurance company writing the same, the amount and the form, and, upon approval and prior to commencement of any work to be performed under this agreement, the Contractor shall deposit the same with the Engineer.

Sales and Other Taxes

The Contractor, at its sole expense, shall pay all sales tax and other taxes of every kind, nature and description, which may accrue on equipment, material, supplies or fixtures furnished or owned by it or its subcontractors in connection with the work contemplated by this contract, and the Contractor shall furnish to the Company satisfactory evidence that all such taxes have been paid; provided, however, that the Company shall pay to the Contractor the amount of any sales tax due any state or local government which the Contractor is required to collect on any materials or supplies that are incorporated in the completed work as a result of the performance of this contract.

Bond

If required by the Company, the Contractor shall furnish to the Company a bond in amount, form and substance satisfactory and acceptable to the Engineer, which shall provide that the Contractor shall well and faithfully keep, perform and carry out each and all of the terms, conditions and provisions of this contract. If a bond is required, the Company will reimburse the Contractor for the cost thereof.

Equal Employment Opportunity

The nondiscrimination clauses 1 through 7 contained in Section 202 of Executive Order 11246, relative to Equal Employment Opportunity, are incorporated herein.

Execution

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first hereinabove written.

BURLINGTON NORTHERN INC.

By Ronald Decker  
(Title)

Vice President

EASTSIDE LANDSCAPING

By Edie Decker  
(Title)

FEB 18 1977

RAB ☒ TCR  
WMM ☒ BKF  
WHM ☐ LLC  
GJM ☐ JFB  
RCR ☒ WAS  
CPP ☐ WKE  
SWG ☐ DWP  
DHD ☐ JRW  
RNH ☒ RMP  
2/18

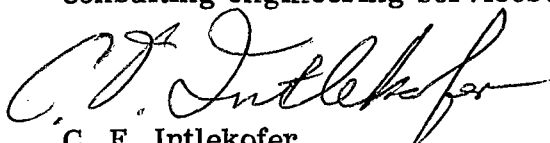
Seattle, Washington  
February 17, 1977

File: Quendall (Contract)

Mr. J. W. Wicks:

For execution by Mr. Beulke, I have enclosed contract dated September 7, 1976, in connection with Eastside Landscaping doing excavating work and placing rock wall and back fill opposite residence at (b) (6) Pleasure Pt. Lane, Bellevue (Quendall), Washington.

You will recall that the remedial work was necessary to correct a slide condition at MP 7.5. A slip-out had occurred during the first week in December 1975, which brought about correspondence between the Burlington Northern and adjacent property owner, (b) (6), and his lawyer, Jack R. Cluck. It was decided to contract the work necessary to alleviate the slide condition to satisfy (b) (6), and all work was completed by the Eastside Landscaping in December 1976. The enclosed contract was mistakenly set aside in this office with other papers pertaining to the preparation of an RFA to cover the work. RFA 71-50-77 has been assigned to cover the expenses in connection with correcting the slide condition, and it should be in your hands in the next few days for approval. In the meantime, the contract should be executed and processed for assignment of a docket number. Two requests for payment, totaling \$3,235.78 (which includes \$165.78 for Washington State sales tax), have been submitted to cover the cost of the work done by Eastside Landscaping. RFA will show cost at \$3,326, which includes a \$90 charge made for Paul R. Weber's consulting engineering services.

  
C. F. Intlekofer  
Director, Engineering

Enc.

cc: Mr. D. H. Burns (Please expedite the submission of the RFA.)

DEC 27 1976

RAB \_\_\_\_\_ TCR \_\_\_\_\_  
AWR \_\_\_\_\_ BKF \_\_\_\_\_  
WMM \_\_\_\_\_ LLC \_\_\_\_\_  
GJM \_\_\_\_\_ JFB \_\_\_\_\_  
RCR \_\_\_\_\_ WAS \_\_\_\_\_  
CPP \_\_\_\_\_ WKE \_\_\_\_\_  
SWG \_\_\_\_\_ DWP \_\_\_\_\_  
OHD \_\_\_\_\_ JRM \_\_\_\_\_  
RHH \_\_\_\_\_ RMF \_\_\_\_\_

December 23, 1976

File: MP 7.5

(b) (6)

Pleasure Point Lane  
Bellevue, Washington 98006

Dear Mr. Yoshinaka:

Thank you for your letter of December 2.

Regarding your concern on bulkhead construction and allegation of rock movement above the buttress, Messrs. Intlekofer and Bacon investigated the site December 14, and we do not detect any significant movement. We did arrange for an additional pipe south of the new buttress to the south end of the asphalt driveway as you had previously requested, and we understand you will handle the drainage from that point to the lake. The rock buttress itself, recently constructed, was in accordance with recommendations of our consultant as to length, height, and a location.

We have no plans at present to change the track alignment, and so the 5 MPH order will remain in effect at least through the winter. We have arranged for radar speed checks of the Milwaukee trains to ensure their compliance with the order.

Very truly yours,

D. H. Burns  
Superintendent

bcc: Mr. J. W. Wicks  
Mr. C. F. Intlekofer  
Mr. H. W. Bacon  
Mr. R. F. Knutson  
Mr. J. A. Leeper  
Mr. D. D. Dahl

I am satisfied with the alignment going into the winter, and accordingly all that yet remains to be done is for Mr. Bacon to set stakes for further ditching on the east side, and will Mr. Leeper kindly see this is accomplished quickly. DHB

2450-A

DEC 16 1976

Seattle, Washington  
December 15, 1976

RAB \_\_\_\_\_ TCR \_\_\_\_\_  
JWW \_\_\_\_\_ BKF \_\_\_\_\_  
WHM \_\_\_\_\_ LLC \_\_\_\_\_  
GJM \_\_\_\_\_ JFB \_\_\_\_\_  
RCR \_\_\_\_\_ WAZ \_\_\_\_\_  
CPP \_\_\_\_\_ WKE \_\_\_\_\_  
SWG \_\_\_\_\_ DWP \_\_\_\_\_  
DHD \_\_\_\_\_ JRW \_\_\_\_\_  
RNH \_\_\_\_\_ RMP \_\_\_\_\_  
12/16 12/16

Mr. D. H. Burns:

Please refer to your letter of December 8, file 7th Subdivision-MP 7.5, pertaining to the slipout which occurred near Quendall last December.

Mr. Bacon and I made an inspection of the area on December 14. The contractor has not yet extended the drain line to the south from the south end of the buttress but will do this within the next few days.

In regard to (b) (6) complaints contained in his letter of December 2 to you, we wish to advise that we constructed the buttress in accordance with recommendations of our consultant, Mr. Paul Weber, as to length, height and location. It is to be expected that (b) (6) would register a complaint about the adequacy of the buttress. This would bolster his case in the event of another slipout. Our inspection on December 14 did not reveal any significant movement of the buttress.

In looking at the ditch on the east side of the track, we note that your forces have made a token effort with hand tools to open the ditches. Mr. Bacon will make a survey and plan a grade line for the ditches and stake them so that they will drain to the three culverts. You should then excavate the ditches to this grade with a machine so that there will be no standing water in the ditches. Good drainage is more important than a buttress in this instance.

We agree that track alignment at the slipout should not be changed. We conferred with Mr. Weber in this matter and he feels that the track opposite the slipout is at its optimum location where it now lays. To the north of the slipout, we have a reverse curve that can probably be eased off a little to make a better alignment. Mr. Bacon will investigate this and we will review his findings before doing any work.

We agree with your comment as to train speeds and believe you should leave the 5 MPH order on through the rainy season.

C. F. Intlekofer  
Director, Engineering

cc: Mr. J. W. Wicks  
Mr. H. W. Bacon

*Turn*

DEC 10 1976

Seattle, Washington  
December 8, 1976

File: Seventh Subdivision-MP 7.5

RAB \_\_\_\_\_ YCR \_\_\_\_\_  
JWW \_\_\_\_\_ DKF \_\_\_\_\_  
WHM \_\_\_\_\_ LLC \_\_\_\_\_  
GJM \_\_\_\_\_ JFD \_\_\_\_\_  
RCR \_\_\_\_\_ WAF \_\_\_\_\_  
CPP \_\_\_\_\_ WKE \_\_\_\_\_  
SWG \_\_\_\_\_ DWP \_\_\_\_\_  
DHD \_\_\_\_\_ JRW \_\_\_\_\_  
RAH \_\_\_\_\_ RMP \_\_\_\_\_  
12/10 12/10

~~Mr. C. F. Intlekofer:~~

Further, citizen complaints about the slip out which occurred near MP 7.5 near Quendall last December.

Your letter of November 16, indicated the contract work that we were going to do at the toe of the slope was satisfactory to (b) (6).

Attached, now please find (b) (6); letter of December 2, with additional complaints concerning the new buttress. I would appreciate your making an engineering study on his complaints contained in the first paragraph, so that we can respond to (b) (6).

With respect to the seepage drain line from the south end of the buttress to the end of the blacktop, Mr. Bacon will pursue this with the contractor, because he was authorized to do this work.

With respect to complaints that the Milwaukee Railroad is exceeding the speed limit, by copy of this letter to Mr. Dahl, I will appreciate his arranging his schedule to make some radar checks. In the response to (b) (6) you may advise him that the 5 MPH speed restriction is now in effect with speed signs, and that is why the Dispatching Office does not have a slow order train order in effect. You can further tell him that we will be making radar speed checks on the Milwaukee train that uses this route, and if necessary, we will bar the Milwaukee engineer responsible from running over our trackage.

Accordingly, will appreciate your review and comment on the first paragraph, and also, in the interest of a speedy response to (b) (6), would you suggest that I at least respond immediately on the matter of the speed of the Milwaukee trains, or do you wish to do this in a note to (b) (6) that would also perhaps clarify some of the engineering considerations.


Mr. C. F. Intlekofer

December 8, 1976

Page 2

One other comment that I think we should make to him is that we have purposely elected to leave the wov in the track, for two reasons. The first is that from an operating standpoint, the 5 MPH is not that much of a burden on the trains that presently use this trackage. The second reason is that we are not really certain of an effective way to overcome the problem short of a good deal of work and a lot of money that is not warranted at this time, as long as we maintain a slow speed. This might correct any misunderstanding <sup>(b) (6)</sup> has that we ever intended to quickly restore the track to its original surface and line. That is not the case.

By copy of this letter to Mr. Knutson, I will appreciate his ensuring that we have done the ditch cleaning outlined in the last paragraph of your letter to me of November 16, 1976.

  
D. H. Burns  
Superintendent

Att.

cc: ~~Mr. J. W. Wicks~~  
Mr. H. W. Bacon  
Mr. R. F. Knutson  
Mr. D. D. Dahl

2325-A

SUPT'S OFFICE

DEC 6 1976

SEATTLE

~~ATTACH FILE FOLDER~~  
(b) (6) Pleasure Point Lane  
Bellevue, WA 98006  
December 2, 1976

Burlington Northern  
303 South Jackson Street  
Seattle, WA 98104

Subject: 7th Subdivision  
High Water  
Milepost 7.5 *see below*

Attention: Mr. D. H. Burns, Superintendent

Dear Mr. Burns:

In reference to the railroad embankment slide that occurred adjacent to our home almost one year ago (December 4, 1975), the work to restore the site to a safe condition has still not been completed. Don't you agree that one year is an exceptionally long time to correct a submarginal condition? We feel very fortunate that the weather has been so dry with the embankment restoration still incomplete but the wet season is still expected soon. The north end of the new buttress is unstable and the boulders have slipped even in dry conditions. Both your office and the Contractor, Eastside Landscape, were advised at the time the work was being done that it was unstable but nothing was done. It has slid about one foot and exposed other boulders which may follow very soon, ~~shortly~~. If the next slippage occurs, it could push more debris into the roadway and injure someone or cause property damage as well as allowing the track bed to slide away from the tracks again. At the time the buttress was being built, I requested it be extended another five feet to the north and twenty feet further to the south to secure the base of the slide. The Contractor agreed it should be done but was not contracted to do so. Your people would not approve the additional work. We are requesting you examine the site immediately and correct the deficiency without delay.

Your engineering staff advised me over seven weeks ago that a seepage drain line from the south end of the buttress to the end of the blacktop would be installed immediately. It has not been accomplished to date. Please advise us as to when it will be accomplished.

As a matter of record, on September 30, 1976, 6:38 a.m., a train passed through making an abnormal amount of whistle noises. I awoke to observe the train Number 143 headed north at approximately 20 miles per hour, which far exceeds the limit of 5 m.p.h. previously conveyed by your office. Renton dispatcher identified the train as Milwaukee but he was not aware of any speed limit in this slide area. Black River Tower was called and they lacked jurisdiction in this area and were also unaware of any speed limit here. He did know of a speed limit between Kirkland and Woodinville. At his suggestion I called Tacoma Dispatch. Dispatcher Thompson took the information and was to follow up. He did not know of a speed limit in the Quendall area. It is noteworthy that the train speed was so fast which is one of the conditions I previously listed as a high possibility in increasing the hazard.



-2-

Again on November 27 a train headed south at 5:50 a.m. was also going too fast, about 10-15 m.p.h. The engine had gone by and the caboose was totally unlighted, which I thought unusual, so I couldn't get a number.

The lack of confidence that the dispatchers are properly informed and the trains will adhere to the speed limit, the inability of the dispatchers to communicate with the trains in case of emergencies, some sliding of boulders again, and the lack of seepage line still have us greatly concerned about the safe operation of trains through this area. We feel strongly that your office needs to take further steps immediately to insure safety of the train personnel and our neighborhood.

Sincerely yours,

(b) (6)



*CFI up*

RAB \_\_\_\_\_ TCR \_\_\_\_\_  
JWW \_\_\_\_\_ BKF \_\_\_\_\_  
WHM \_\_\_\_\_ LLC \_\_\_\_\_  
GJM \_\_\_\_\_ JFB \_\_\_\_\_  
RCR \_\_\_\_\_ WAS \_\_\_\_\_  
CPP \_\_\_\_\_ WKE \_\_\_\_\_  
SWG \_\_\_\_\_ DWP \_\_\_\_\_  
DHD \_\_\_\_\_ JRW \_\_\_\_\_  
RSH \_\_\_\_\_ RMP \_\_\_\_\_

OCT 28 1976

Eastside Landscaping  
14425 Main Street  
Bellevue, Washington

October 22, 1976

File: Quendall *(Contract)*

Attention: Mr. Rudi Seals

Gentlemen:

This will confirm my earlier conversation with your office to proceed to place 60 feet of four-inch perforated pipe in a gravel-filled trench approximately one and one-half feet deep opposite the residence of (b) (6) Pleasure Point Lane in Bellevue, Washington.

It is my understanding that this work will be done at a cost of \$495, plus Washington State sales tax.

I would appreciate it if you would proceed with this matter as soon as possible so that we can wind up this project while the good weather is still with us.

After completion of this work, would you please send the bill directly to me, and I will arrange for payment.

Yours truly,

H. W. Bacon  
Engineer, Division

cc: Mr. C. F. Indekofer ✓  
Mr. D. H. Burns

*Mr. J. W. Wicks As Info*  
*10/28/76*

DIRECTOR ENGINEERING B. M. INC., SEATTLE			
ATTACH	FILE	SEE ME	FILE
<input type="checkbox"/>			
CFI			JGW
MEM			RWD
KOK			VJB
TCN			APL
LC			BOW
GEN			CLW
WJZ			WBR
JEL			US
HMS			AL
DEP			AM
VAS			JWH
WAG			

OCT 26 1976

HOLD FOR REPLY  
UNTIL 11-9

*For RFA*

Speed Letter

To J. W. Wicks

OCT 1-2 1976

From C. F. Intlekofer

RAR TCR  
 WVV BKF  
 WHM LLC  
 GJM JFB  
 RCR WAS  
 CPP WKE  
 SWG DWP  
 CHD RRY  
 RHH RMP

Subject Execution of contract - Eastside Landscaping &amp; Rockeries - Quendall, WA.

- NO. 9 &amp; 10 FOLD

MESSAGE

Enclosed is original and counterpart copy of contract dtd. 9/7/76 with above firm for placement of rock buttress and drain pipe opposite residence @ 5855 Pleasure Pt. Ln., Bellevue, WA; otherwise known as station of Quendall nr. MP 7.5. Refer to my letters of Sept. 13 & 20 and Mr. Burns' letter of Sept. 9. This is in slide area which slid back in January. The contractor has finished his work under the contract and if this contract meets with your approval, please initial page 1 of the original contract, returning the counterpart copy to this office after execution and retain the other copy for your file. Then please forward for execution.

cc: D.H. Burns (w/attach.)  
 H.W. Bacon "

Date 10/11/76

Signed by Arline Fawcett

REPLY

Mr. C. F. Intlekofer:

OD Circular 66 provides that short form contract 50480 can be executed by Regional Vice President under certain conditions, one of which is that it is covered by a specific AFE or Work Order. We do not have an AFE or Work Order for work covered by the attached contract. Please arrange to submit RFA to cover.

- NO. 9 FOLD

- NO. 10 FOLD

Wilson Jones

DIVISION OF CHINGLINE INC. • GRAYLINE FORM 44-902

HOLD FOR REPLY

UNTIL 10-27

Date 10-13-76

Signed

J. W. Wicks

RETAIN WHITE COPY, RETURN PINK COPY

E75

Seattle, Washington  
September 20, 1976

SEP 21 1976

Mr. D. H. Burns:

Please refer to your file pertaining to the slipout which occurred near MP 7.5 near Quendall, Washington, last January.

The contractor has completed the work of constructing a buttress at the toe of slope where the slipout occurred. On September 17, I inspected the work with Mr. G. C. McMaster.

The work that the contractor has done conforms to the recommendations of Consulting Engineer Paul Weber who inspected the site last February and furnished a letter report dated February 25.

A plastic perforated pipe was placed behind the 60 feet of buttress constructed at toe of slope. This pipe comes from behind the buttress and runs along the edge of the roadway to a storm drain passing under the road. The pipe is exposed and may be easily damaged. I feel the contractor would have buried it, but he did not wish to disturb the earth at the toe of slope. The important thing is that the pipe carries water from behind the buttress. Once the water is free at the toe of slope, it matters little as far as slope stability goes whether or not the water gets to the storm drain.

(b) (6) adjacent homeowner, wanted the buttress extended further to the north and to the south. It is a matter of judgment as to where the buttress should end. We followed Mr. Weber's recommendations. It is evident that there is an old rock buttress abutting the north end of the new buttress. There may also be an old buttress at the south end of the new buttress, but vegetation and earth make it difficult to find.

In earlier letters to you, I mentioned that the ditch on the east side of the track should be cleaned of debris and vegetation and the ditches should be sloped and drained to three culverts in the vicinity. This work has not been done but should be done promptly so that water doesn't stand in the ditches and seep into the embankment. Please advise when the ditches have been cleaned and sloped.

C. F. Intlekofer  
Director, Engineering

cc: ~~Mr. J. W. Wicks~~  
Mr. R. F. Knutson

P.S. After the below was written, I had call from (b) (6) and he seemed quite reasonable and fairly well satisfied with the Contractor's buttress. He did ask for one more thing. He wants the drainage which comes from behind buttress to go to south rather than to north. He will construct catch basin and place small culvert under roadway a short distance so. of so. end of buttress. By copy to Mr. Bacon, request he contact Contractor asking him provide plastic perf. pipe and place it from so. end buttress to point which (b) (6)

will designate as his catch basin location.

RAB ☒ YES  
JWW ☒ BKF  
WHM ☒ LLC  
GJM ☒ JFB  
RCR ☒ WAS  
DPP ☒ WKE  
SWG ☒ DW  
DHD ☒ JHW  
BNH ☒ HMC  
9/21

Mr. H. W. Bacon  
Mr. T. G. Purcell

(b) (6)



(b) (6)



Pleasure Point Lane  
Bermer

9-3-76

Seattle, Washington  
September 13, 1976

SEP 14 1976

2 new  
lts

REG	TCP
JWW	BKF
WHM	LLC
GJM	JFB
RCR	WAS
CPP	WKE
SWG	DWP
DHD	JRW
RNH	RMP

9/14

Mr. D. H. Burns:

Please refer to your letter of September 9, file Quendall Slip Out - MP 7.5, in regard to placement of a rock buttress and restoration of our embankment at MP 7.5 Quendall near the home of Mr. K. Yoshinaka.

We will not ask for permission to contract the work.

Mr. Bacon met with the contractor today and reviewed the work at the site. (b) (6) was there at the time.

The contractor plans to start work next Monday, September 13 and expects to complete the work in the three or four days.

C. F. Intlekofer  
Director, Engineering

cc: Mr. J. W. Wicks  
Mr. H. W. Bacon  
Mr. T. C. Purcell  
Mr. R. F. Knutson

Seattle, Washington  
September 9, 1976

SEP 13 1976


File: Slip-Out - MP 7.5

TCR \_\_\_\_\_  
JWW \_\_\_\_\_  
WHM \_\_\_\_\_  
GJM \_\_\_\_\_  
RCR \_\_\_\_\_  
CPP \_\_\_\_\_  
SWG \_\_\_\_\_  
DHD \_\_\_\_\_  
RNH \_\_\_\_\_  
BKF \_\_\_\_\_  
LLC \_\_\_\_\_  
JFB \_\_\_\_\_  
WAS \_\_\_\_\_  
WKE \_\_\_\_\_  
DWP \_\_\_\_\_  
JRW \_\_\_\_\_  
RMP \_\_\_\_\_

Mr. C. F. Intlekofer:

Please be referred to riprap buttress for permanent restoration of the railroad hillside adjacent to MP 7.5, and numerous letters and meetings that you and Mr. Bacon have had with Mr. K. Yoshinaka.

After his letter of June 9 complaining (rightfully so) that nothing was happening, Mr. Bacon worked with your office and under date of July 21, 1976, came forth with details on possible courses of action. The ball apparently has been dropped since then, with nobody contacting (b) (6) and nothing going forward until just a few days ago when apparently we decided to accept bid of Eastlake Landscaping for restoration work. Now apparently there is some further delay and concern whether we should obtain authority to contract this work. There is no reason this work should not be contracted, and hence there is no reason to ask about contracting it. We have always contracted work of this sort, we do not have people who customarily do this kind of work, we do not have equipment to routinely handle the material from its source to where we are going to place it, and we need to get going. Will you kindly see that the contract is executed, and will you kindly see that (b) (6) so advised, including an apology to him that there occurred a mix-up as to who would respond to him.

  
D. H. Burns  
Superintendent

cc: Mr. J. W. Wicks ✓  
Mr. H. W. Bacon  
Mr. T. G. Purcell  
Mr. R. F. Knutson

1739-A

Seattle, Washington

May 26, 1976

MAY 27 1976

File: Quendall, Wa. MP 7.5

6/1

RAE	TCR
WVW	BKF
WRM	LCC
GIM	JFH
KCR	WAS
CPD	WKE
QWS	DWP
RNN	RMI

3/28

Mr. D. H. Burns:

Please refer to your files pertaining to the landslide which occurred near MP 7.5 at Quendall in South Bellevue last December.

Attached is copy of a letter dated May 21 from Attorney Jack R. Cluck who is attorney for property owner at the toe of slope of the landslide.

I will reply to the questions in Mr. Cluck's letter and, at this time, ask Mr. Bacon to make arrangements within the next week or two to have a contractor place the heavier rock and restore the present riprap as we have discussed earlier.

I presume you have had the ditches cleaned and sloped to drain in accordance with the footnote on my letter of February 27 to Mr. Cluck.

C. F. Intlekofer  
Director, Engineering

Att.

cc: Mr. J. W. Wicks  
Mr. H. W. Bacon



MAY 27 1976

41  
RAB TCR  
JWW BKF  
WHM LLC  
GJM JFB  
RCR WAS  
CFF WKE  
SWG DWP  
RNH RMP  
5/27

Mr. Jack R. Cluck  
Houghton, Cluck, Coughlin & Riley  
900 Hoge Building  
Seattle, Washington 98104

May 26, 1976

File: Quendall, Wa.  
MP 7.5 Slides & Washouts

Dear Mr. Cluck:

Please refer to your letter of May 21 in regard to your file entitled  
"Relocation of Track at Pleasure Point in South Bellevue."

I am asking our division engineer to make arrangements for a contractor  
to relocate the riprap and place some additional heavy rock. I would  
expect that we should have a contractor working within six to eight  
weeks.

In the matter of track relocation, we do not plan on substantially changing  
the existing track alignment. We feel that the track is presently at the  
optimum location as far as prevention of derailments and landslides are  
concerned.

Very truly yours,

C. F. Intlekofer  
Director, Engineering

cc: Mr. J. W. Wicks  
Mr. D. H. Burns  
Mr. H. W. Bacon

BURLINGTON NORTHERN

MAR 02 REC'D

A.V.P.O. - SEATTLE REGION

Mr. Jack Cluck  
Houghton, Cluck, Coughlin & Riley  
900 Hoge Building  
Seattle, Washington 98104

February 27, 1976

File: Slides - MP .5  
Quendall

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WVW. BKF  
WHM. LLC  
GJM. HEM  
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Dear Mr. Cluck:

Please refer to your letter of January 20 pertaining to the landslide near the residence of (b) (6) at our MP 7.7 near Pleasure Point in South Bellevue.

On February 23 I made an inspection of the landslide with Mr. H. W. Bacon, division engineer, and Mr. H. E. Moore, regional engineer of my staff, and Mr. Paul Weber, consulting engineer - Earth Sciences.

Mr. Weber made a thorough inspection of the landslide and as a result made the following recommendations:

1. The track should not be relocated at this time, as the weight of additional ballast that would be required for relocation might adversely affect the slide.
2. The rock at the toe of the slope should be reset when weather conditions permit, as it is now too wet to do this work. Water is seeping from the slope.

CEI

3. Three or four rocks at the toe of the slide can be removed with existing rock and add additional rock at the toe of slope. **little risk, and this would permit better access of the roadway at the toe of the slope.**

4. **We should inspect the slide every few weeks to assess conditions. If there is no change, we should delay construction until summer, because of the water seeping out of the slope.**

Very truly yours,  
C. F. Intlekofer.  
Director, Engineering  
Mr. H. W. Bacon - M/S  
Mr. D. H. Burns - M/S  
Mr. J. M. Micka - M/S

(over)

(CASE)

bcc: Mr. J. W. Wicks - w/att.  
Mr. D. H. Burns - w/att.  
Mr. H. W. Bacon - w/att.

Messrs. Wicks, Burns, and Bacon: Attached is copy of Mr. Paul Weber's report of February 25. Mr. Burns should make another effort to clean the ditches adjacent to the slide. Our inspection on February 23 showed that there were still tie butts and vegetation in the ditches. The ditches should be cleaned and should be sloped so that water drains to the three culverts in the vicinity. Mr. Burns should also have his roadmaster inspect the slide no less than once each month, and if there is any change, he should report it to us.

We will make arrangements with a contractor in early summer to reset the existing rock and add additional rock at the toe of slope.

CFI

is working from the slope.  
conditions below: as it is now too wet to do the work. Most  
the rock at the toe of the slope should be reset when weather  
adversely affects the slope.  
additional material that would be required for relocation work  
the work should not be relocated at this time, as the margin of

into the following recommendations:

Mr. Weber made a thorough inspection of the landside and as a result

and that, and Mr. Paul Weber, concerning engineering - earth sciences,  
Bacon, chairman engineer, and Mr. H. W. Moore, chairman engineer, of  
on February 22, made an inspection of the landside with Mr. H. W.

Chairman

the residence of Mr. Ken Thompson at one mile and half distance from the  
house to the base of the slide, to determine if the landside were

near Mr. Moore

George, Washington 20504

see note regarding

roadwork, since conditions are such

Mr. Paul Weber

January

Mr. Weber - Mr. H. W.

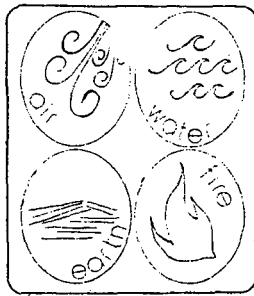
February 22, 1960

A.K.A. SEATTLE REGION

WEEK 07 5000

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paul r. weber  
consulting engineer - earth sciences

February 25, 1976

Burlington Northern  
Central Building  
Seattle, Washington

Attention: Mr. Charles Intlekofer

Embankment Slip-Out  
Mile Point 7.5  
Renton to Snohomish Line

Gentlemen:

This writer inspected the site of an Embankment Slip-Out which occurred near Mile Point 7.5 on the Renton to Snohomish Line in the first week of December 1975. This report presents my evaluation of the current situation.

The track in this area is in a sidehill cut situated about 30 feet above the yard level of lakeside residences. The earth movement affected a section of track about 100 feet long. The downset of the slip-out was 5 to 6 feet; a bulge at the toe extended 2 to 3 feet into a driveway area that serves the lakeside residents. The toe of the slope in this area is protected by a rockery which rises about 10 feet above the driveway level.

Immediately after the slide, the track grade was relocated 6 feet East and placed on a new ballast fill. Approximately 555 tons of ballast were placed in this operation. In addition, the culvert drainage area was rehabilitated to assure adequate drainage immediately uphill from the slip-out.

The immediate concerns are as follows:

1. Should the track grade be relocated farther yet to the East?
2. How should the slip-out be stabilized?
3. What auxiliary procedures are called for?

In my opinion, the track grade should not be relocated at this time. The 555 tons of new ballast already placed since the slip-out has added additional driving load to the top of the slope, probably reducing the overall stability

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of the area. The addition of at least an equal quantity (and probably more) ballast to relocate the track another 6 feet East will further aggravate the stability here.

The slip-out should be stabilized by re-establishing the rockery at the toe of the slope along the access driveway. When weather conditions permit, the rockery should be removed and replaced using large riprap for the first course of rocks. These first pieces should be 3 to 4 feet on a side. The remaining rocks already present can then be re-fitted to produce a new stable rockery. After the first course of heavy rocks is placed, a trench should be constructed behind these and fitted with a perforated metal drain line. The drain line should be backfilled with graded gravel and protected from infiltration of fines with a selected material.

In the meantime, the temporary drainage at the top of the slip-out has improved the situation so that the material will probably remain stable throughout the remaining wet season. At little risk, a few rocks at the toe of the slip-out can be removed to open the driveway area for vehicle clearance.

It would be advisable to inspect this area every few weeks to assess the condition of the slip-out. If the embankment starts to move again, it may be necessary to take emergency construction measures. Otherwise, construction should be delayed until the drier period since water is now issuing from the slope in the rockery region at the toe.

The track drainage area on the East side is somewhat impeded by blackberry and phraetophile growth. These areas should be cleared so that the drainage is well established in the upslope area of the track.

These are my present comments regarding the condition of this slip-out. If you have any further questions, or if the conditions deteriorate, please call me at once.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Paul R. Weber", written in a cursive style.

Paul R. Weber, P.E.

paul r. weber

~~File:~~ Quendall

[illegible]

In the course of doing other work in the vicinity, I was contacted by (b) (6) Pleasure Point Lane near MP 8 at Quendall, Washington.

This work would be conducted on railway company right-of-way and I informed (b) (6) that I would be very much against disturbing our embankment at this point.

As a matter of information we are on quite a high fill at this point and the soil is rather sandy in nature, and thereby would run freely. I feel that if the ground were disturbed we would be in for a lot of trouble.

The purpose of this letter is merely to advise all concerned of a request that may be submitted by (b) (6) and the precautions that we should take in considering his request.

cc: Mr. D. H. Burns  
Mr. R. F. Knutson  
Mr. T. G. Purcell